

Agenda Item Form

Agenda Date: 07/27/04

Districts Affected: N/A

Dept. Head/Contact Information: El Paso Water Utilities, Fred Loweree, (915) 594-5501

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Co-Op Education Contract</u> | | |

Funding Source:

- General Fund
 Grant (duration of funds: _____ Months)
 Other Source: _____

Legal:

- Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar Approved Denied

Timeline Priority: High Medium Low # of days: _____

Why is this item necessary:

Need to hire Co-Op for onsite experience.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary Only

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

N/A

68 6 AM 78 78 000
CITY OF EL PASO

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Cooperative Work Study Contract between the **CITY OF EL PASO** and **ARMANDO DURAN** to assist the El Paso Water Utilities Department at \$9.87 per hour not to exceed 20 hours per week without permission from the Co-Op Coordinator, in which case student may work up to 40 hours per week. The term of the contract shall be for the period of July 28, 2004 through July 27, 2005.

ADOPTED this 27th day of July, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**COOPERATIVE WORK STUDY
EMPLOYMENT CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ARMANDO DURAN**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the Civil Service Commission of the City of El Paso has approved a Cooperative Education Work Experience Program with the University of Texas at El Paso, the El Paso Community College and the Dona Ana Community College; and

WHEREAS, the on-the-job training provided to the students in this program and the benefit received to the City are mutually advantageous to both parties; and

WHEREAS, Employee is a student at the educational institution, and meets all the criteria of both the educational institution and the City for participating in this program;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. The Employee shall perform the services found at Attachment "A", under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 28, 2004 and shall be undertaken and completed by July 27, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. The Employee shall be paid an hourly rate of Nine and 87/100 (\$9.87). Employee shall not exceed 20 hours per week without written permission from Co-Op coordinator in which case student may work up to 40 hours per week. Employee is classified as non-exempt and shall be eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week,

Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract. Employee shall be eligible to receive same pay increases as permanent employee.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed is the El Paso Water Utilities Department, City and County of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes will be in the courts of El Paso County, Texas.

6. TERMINATION. Either party may terminate this contract without cause after ten (10) working days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination.

7. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary for Employee to carry out her duties under this agreement.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the duties of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the following addresses:

CITY: City of El Paso
El Paso Water Utilities
Attn: General Manager
2 Civic Center Plaza
El Paso, Texas 79901-1196

EMPLOYEE: Armando Duran

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 27th day of July, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Armando Duran

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Edmund Archuleta
Water Utilities General Manager

APPROVED BY THE CIVIL SERVICE COMMISSION:
Date: 7/22/04

By: _____
Secretary

Professional and Managerial Branch
Miscellaneous Professional Group
Sciences Series

CHEMIST

04/03 (AM)

General Purpose

Under general supervision, oversee team performing chemical and bacteriological analyses and perform more complex analysis of water and wastewater samples.

Typical Duties

Conduct analyses of water and wastewater samples to assure water quality conforms to federal, state and local standards. Involves: Collect samples to be tested at various stages of treatment. Maintain records of tests performed and notify supervisors of results. Operate and maintain laboratory equipment such as that used for advanced spectrophotometry and chromatography. Operate computer to analyze and maintain records of sample collection, testing and results. Investigate customer complaints regarding water quality by collecting samples from customer's property. Address customer complaints or refers to higher authority.

Supervise assigned support employees. Involves: Schedule, assign, instruct, guide and check work. Evaluate employee performance. Arrange for or engage in employee training and development. Enforce personnel rules and regulations, standards of conduct, work attendance, and safe working practices. Counsel, motivate and maintain harmonious working relationships among subordinates. Recommend staffing and employee status changes. Interview applicants and recommend selection.

Perform other duties as assigned. Involves: Substitute for own supervisor, or coworkers as qualified and within authorized limits by carrying out specified functions to maintain continuity of ordinary operations, if delegated. Log activities, and prepare and submit recurring or special status reports. Maintain current knowledge of chemical testing equipment and procedures and federal, state and local water quality regulations and standards. Keep tools, equipment and work area orderly, safe and clean.

Knowledge, Abilities and Skills

- Good knowledge of water analysis laboratory equipment and procedures.
- Good knowledge of federal, state and local standards.
- Good knowledge of statistics.
- Some knowledge of chemistry and bacteriology theories, principles and practices.
- Some knowledge of safe working practices and equipment of the profession, including effects of chemicals used.
- Some knowledge of supervisory methods.
- Ability to perform laboratory analyses to determine water quality.
- Ability to understand and follow oral and written instructions.
- Ability to establish and maintain effective working relationships with fellow employees and the public.
- Ability to maintain test results records and prepare reports.
- Skill in safe operation and care of specialized analysis laboratory equipment and chemicals.
- Skill in the safe use and care of personal computers or network workstation and generic and specialized software applications for documenting tests results, including graphics.
- Skill in the safe care and operation of a motor vehicle through city traffic.

Other Job Characteristics

- Frequent exposure to laboratory environment.
- Frequent exposure to hazardous chemicals.
- Occasional exposure to unpleasant wastewater treatment plant substances.
- Occasional collection of samples in a field environment that includes traversing uneven terrain.

Resume

Armando Duran

1118 E. 1st Street
El Paso, Texas 79901
[REDACTED]

Education

Bachelor of Science
University of Texas-El Paso
Major: Biology
Minor: Chemistry
December 16, 1995

Bachelor of Arts
University of Texas-El Paso
Major: English and American Literature
Minor: Biology
July 23, 1999

Bachelor of Arts
University of Texas-El Paso
Major: Creative Writing
Minor: Biology
May 12, 2001

Work History

Suavecito Night Club
1201 Airways
El Paso, Tx. 79925
Phone: 843-2582
Title: Bartender
From: 3/04 To: Present
Supervisor: Charlie Diaz De Leon
Responsibilities: Bartender, Customer Service, Cashier, Stocker, Bar Set-up and
Clean-up

Rods & Wheels Bar & Grille
9808 Montana
El Paso, Tx. 79936
Phone: 598-6656
Title: Manager
From: 2/98 To: 11/02
Supervisor: Frosty Martin
Responsibilities: Manager, Customer Service, Security Bartender, Barback,
Stocker, Bank Deposits, Next Day Register Banks, Liquor and